



Exhibition Place

Item No. 13

January 27, 2011

ACTION REQUIRED

To: The Board of Governors of Exhibition Place

From: Dianne Young, Chief Executive Officer

Subject: **Ricoh Canada Inc. Sponsorship Agreement**

Summary:

Ricoh Canada Inc. has been a preferred supplier and sponsor of Exhibition Place since January 2003 with the most recent agreement expiring on February 28, 2011. As provided in the agreement the agreement could be extended on terms and conditions to be negotiated. Exhibition Place staff have been in negotiations with Ricoh Canada Inc. and are recommending a continuation of the sponsorship relationship with the Board as the as the Official Document Solutions Provider.

Recommendations:

It is recommended that the Board:

- (1) Approve of a four-year (2011 to 2015) sponsorship agreement with Ricoh Canada Inc. on the terms and conditions outlined in this report and any such other terms and conditions satisfactory to the Chief Executive Officer and City Solicitor; and**
- (2) Direct that the confidential report contained in Attachment 1 to this report not be released publicly in order to protect the competitive position and future economic interests of the Board.**

Financial Impact:

The agreement recommended in this report provides revenue to the Board over a four-year period which represents a 19% increase over the previous 4 years.

Decision History:

At its meeting of October 28, 2005, the Board approved a five-year agreement with Ricoh Canada Inc. which expires on February 28, 2011.

Issue Background:

In June 2003, Ricoh Canada Inc. became the naming partner for the new Coliseum pursuant to an agreement between Ricoh and the Coliseum Renovation Corporation. At its meeting of January 31, 2003, the Board approved of a sponsorship agreement with Ricoh for the grounds of Exhibition Place including Direct Energy Centre for a three-year term expiring January 31, 2006. This

sponsorship agreement was subsequently renewed for a term expiring February 2011 with an option to renew on the basis of further negotiations of terms and conditions.

Comments:

The sponsorship relationship with Ricoh Canada Inc. has been very positive one for Exhibition Place. Most recently, Ricoh Canada Inc. extended its services with Exhibition Place by fixturing and opening the business center in Allstream Centre. As part of the sponsorship agreement, Exhibition Place leases photocopiers from Ricoh Canada Inc. and both service and pricing by Ricoh Canada Inc. has been excellent and competitive. Ricoh Canada Inc. is also a leader in environmental initiatives taken by its company which fits well with the directions taken by the Board.

The proposed terms and conditions of an agreement between the Board and Ricoh Canada Inc. are very similar to the previous agreement and are as follows:

A. Term: Four years commencing March 1, 2011

B. Entitlements: The Board will provide the following sponsor benefits to Ricoh at Exhibition Place:

a. Sponsorship Rights:

- Exclusivity to incorporate the document solutions category including photocopiers, fax & printers subject to existing contractual arrangements
- Official document solutions supplier of Exhibition Place, subject to the Board's requirements
- First right of renewal (90 days prior to end of contract)
- Use of Exhibition Place logos, marks and names
- First opportunity for introduction of Ricoh's partners to Exhibition Place events, promotions and activities
- First right of consideration among document solutions suppliers to purchase additional advertising for any marquee signs on the grounds

b. Business Development and Promotional Opportunities/Supplier Status:

- Exclusive on-site supplier of Document Solutions to Exhibition Place subject to existing contractual arrangements
- On-site sales opportunities, including:
 - Exhibitor Support Centre (within DEC) - exclusive supplier
 - Business Centre at Allstream Centre
 - DEC Exhibitor Rental opportunities - official supplier, subject to revenue share

c. Brand Awareness / Exposure:

- Product Display Booth/Kiosk
 - Year-round display within the Exhibitor Support Centre and the Business Centre at Direct Energy Centre and Allstream Centre
- Exhibitor Support Centre and the Business Centre
 - Overhead signage logo integration, branded order forms and product literature display stands at both the Exhibitor Support Centre and the Business Centre at Allstream Centre
- On-Site Signage
 - DEC Galleria signage, including:
 - Three backlit signs (subject to potential of blackout of print show for sign(s) inside tradeshow area), two promotional banners in the Galleria

- (subject to blackout periods for major shows)
- Exhibition Place:
 - 8' x 80' outside banner on Queen Elizabeth Building's Exhibit Hall (subject to removal and replacement by Ricoh at their expense and risk for major shows/events if requested by the show/event producers including the CNE, Screammers, Honda Indy)
- Logo Integration
 - DEC – Signage as noted above; logo exposure and a hotlink on DEC website.
 - Exhibition Place – logo exposure and a hotlink on Ex Place website
- Costs
 - Ricoh will be responsible for all costs related to design, fabrication and initial installation of any and all signage at the facility.
- d. Entertainment / Hospitality:
 - The use of an Exhibition Place Building at no charge for one (1) day a year for a company meeting, consumer promotion, special event, etc. (subject to availability and the execution of the Exhibition Place's standard licence agreement; additional rental days at a preferred sponsor rate)
 - The use of DEC Exhibit Hall D or Allstream Centre equivalent space at no charge for one (1) day a year for a company meeting, consumer promotion, special event, etc. (subject to availability and the execution of the DEC's standard license agreement; additional rental days will be made available at a preferred sponsor rate)
 - Four tickets for approximately 10 selected events (40 tickets annually) (subject to availability) with the exception of the Honda Indy
 - Four (4) annual complimentary parking passes for the underground lot at the DEC
- C. Union Agreements: Ricoh Canada Inc. shall comply with all agreements in force between the Board and any union or association with respect to Exhibition Place.
- D. Assignment: The agreement between the Board and Ricoh Canada Inc. shall not be assigned by Ricoh Canada Inc. without the consent of the Board.
- E. Taxes: Ricoh Canada Inc. shall be responsible for the payment of any and all rates, taxes or assessments that are imposed upon the Board or Ricoh by any taxing authority having jurisdiction.
- F. Insurance/Indemnity: Ricoh Canada Inc. shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board, CNEA, and the City of Toronto as additional insured with a cross liability/severability of interest clause of standard wording. Insurance shall be primary before any insurance held by the additional insured and the Board shall be entitled to thirty days notice of any intention to cancel or not to renew the policy. Ricoh Canada Inc. shall indemnify the Board, the CNEA and the City of Toronto with respect to any and all liability arising from any damage or injury as a result of the acts or omissions of Ricoh Canada Inc., or its employees or any other person for whom it is in law responsible, in the exercise of its rights under the agreement.

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